

**AUTHORIZED**  
**INFORMATION TECHNOLOGY SCHEDULE PRICELIST**  
**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY**  
**EQUIPMENT, SOFTWARE AND SERVICES**

**Special Item No. 132-32 Term Software Licenses & Associated Data**

**Streamer RT** – A feature-rich, web-based weather visualization application available as a stand alone real-time weather solution or integrated into existing platforms.

**WeatherBug Total Lightning Network** - The WeatherBug Total Lightning Network™ (WTLN) is the first integrated broadband lightning network delivering detection of both in-cloud (IC) and cloud-to-ground (CG) lightning strikes.

**National Mesonet Observational Data** – Earth Networks is pleased to offer the full range of observational data, in furtherance of the effort to establish a National Mesonet.

**Special Item No. 132-51 Information Technology Professional Services**

**Professional Services** - Software engineering and systems development, with unique expertise in the design, deployment and operation of networked sensor systems.

**Contract Number:** GS – 35F – 0188W

**Period Covered by Contract:**

January 8, 2010 – January 7, 2015

**Contractor:** Earth Networks, Inc.  
12410 Milestone Center Drive, Suite 300  
Germantown, MD 20876

**Websites:** <http://earthnetworks.com/>  
<http://weather.weatherbug.com/weatherbug-professional/>  
<http://weather.weatherbug.com/weatherbug-professional/products/total-lightning-network>

**Contact:** Bill Callahan, VP Program Management

**Phone:** 800-544-4429  
240-447-8173

## General Services Administration Federal Acquisition Service

Pricelist current through Modification PO-0006, dated June 14, 2011.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

### **SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES**

**Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.**

**Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.**

#### **FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

##### **Large Scale Computers**

- Application Software
- Communications Software
- Associated Data Feed(s)

##### **Microcomputers**

- Application Software
- Communications Software
- Associated Data Feed(s)\

### **SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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WeatherBug Total Lightning Network™

## WeatherBug Total Lightning Network™

Comprehensive Solutions for Worldwide Lightning Detection and Severe Weather Prediction



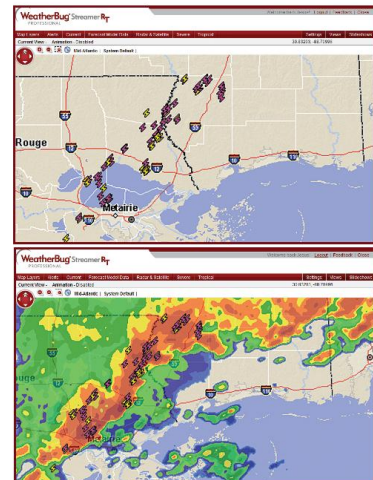
INTEGRATED WEATHER MONITORING AND TOTAL LIGHTNING DETECTION

The WeatherBug Total Lightning Network (WTLN) incorporates the most advanced lightning location technology available and is the first in-cloud (IC) lightning detection network that can be deployed on a national scale. The ability to detect IC lightning at high efficiencies is critical for the advanced prediction (5 to 30 minute lead times) of severe weather phenomena such as tornados, damaging downburst winds, wind shear, and deadly cloud-to-ground (CG) strikes.

WTLN currently encompasses over 325 broadband high frequency lightning sensors covering the US, Canada, Mexico and the Caribbean. Expansion is currently underway within 34 countries including key areas throughout North and South America, the Caribbean, Europe, Australia, Africa and Asia; making WTLN the largest and most sophisticated lightning sensor network in the world.

This translates into significant improvements in severe storm warning lead times and associated asset protection. Combined with advanced analytics and display capabilities, WeatherBug solutions meet the needs of weather sensitive users and industries worldwide including:

• Federal and National Governments	Aviation
• Utilities	Energy
• Public Safety	Shipping
• Sports and Recreation	Education



12.14.09 WTLN detects a line of lightning in Louisiana in the top image. The lower image shows the lightning and radar as the storm develops and tracks following the path of the lightning.

### Multi-Functional, Broadband System for Unmatched System Performance and Aerial Coverage

- State-of-the-art, dual frequency/broadband total lightning sensors
- High radio frequency (HF) to detect IC pulses
- Low radio frequency (LF) for timing and location of CG strokes
- Unsurpassed detection efficiency and location accuracy
- Complete waveform collection and IC/CG classification
- Professional grade instrumentation for collection and reporting of 27 weather variables
- Flexible sensor siting and easy to install: WMO standard or roof/building mount
- Cost effective, scalable solution for network density, redundancy and reliability
- Remote system diagnostics and upgrade capabilities
- Comprehensive maintenance with 24 x 7 network monitoring and support
- Only cost-effective solution for national (broad area) IC coverage

### Single Locations, Limited Areas of Interest or Global Scale Coverage

United States: (800) 544-4429 • International: 1 (301) 250-4315  
weatherbugprofessional.com

WeatherBug Total Lightning Network – CONUS GSA Pricing			
GSA Part Number	Area / License	Cloud-To-Ground (CG) Prices (Monthly)	Total Lightning (IC+CG) Prices (Monthly)
<b>Data Feed</b>	<b>50 mi x 50 mi or 25-mile radius</b>		
	Single user	\$24.00	\$72.00
	Site license	\$56.00	\$168.00
<b>Data Feed</b>	<b>100 mi x 100 mi or 50-mile radius</b>		
	Single user	\$40.00	\$120.00
	Site license	\$92.00	\$276.00
<b>Data Feed</b>	<b>120 mi x 120 mi or 60-mile radius</b>		
	Single user	\$12.00	\$144.00
	Site license	\$27.00	\$324.00
<b>Data Feed</b>	<b>150 mi x 150 mi or 75-mile radius</b>		
	Single user	\$80.00	\$240.00
	Site license	\$184.00	\$552.00
<b>Data Feed</b>	<b>300 mi x 300 mi or 150-mile radius</b>		
	Single user	\$120.00	\$360.00
	Site license	\$276.00	\$828.00
<b>Data Feed</b>	<b>600 mi x 600 mi or 300-mile radius</b>		
	Single user	\$232.00	\$696.00
	Site license	\$528.00	\$1,584.00
<b>Data Feed</b>	<b>1000 mi x 1000 mi or 500-mile radius</b>		
	Single user	\$440.00	\$1,320.00
	Site license	\$1,000.00	\$3,000.00
<b>Data Feed</b>	<b>1500 mi x 1500 mi or 750-mile radius</b>		
	Single user	\$560.00	\$1,680.00
	Site license	\$1,280.00	\$3,840.00
<b>Data Feed</b>	<b>Full CONUS</b>		
	Single user	\$680.00	\$2,040.00
	Site license	\$1,560.00	\$4,680.00
<b>Data Feed</b>	<b>Full CONUS</b>		
	Enterprise/Agency license	\$20,000.00	\$40,000.00
Definitions: <ul style="list-style-type: none"> <li>• CONUS – Encompasses inside the Continental United States and adjacent surrounding areas</li> <li>• CG – Cloud-To-Ground lightning strike activity</li> <li>• TL – Total lightning including both In-cloud (IC) and Cloud-To-Ground (CG) lightning activity</li> <li>• A Single User is defined as one unique user at one physical location displaying WTLN data on a traditional personal or laptop computer monitor</li> <li>• A Site License is defined as any number of unique users at one physical location displaying WTLN data on a traditional personal or laptop computer monitors</li> <li>• Enterprise/Agency license is defined as ability to redistribute data/product to any number of users within procuring agency</li> <li>• Monthly Pricing is based on a minimum one-year commitment.</li> <li>• Volume discounts offered of 5% for \$10,000, and 10% for \$20,000 monthly levels</li> <li>• Enterprise/Agency pricing reflects volume discounts.</li> </ul>			

WeatherBug Total Lightning Network – OCONUS GSA Pricing			
GSA Part Number	Area / License	Cloud-To-Ground (CG) Prices (Monthly)	Total Lightning (IC+CG) Prices (Monthly)
<b>Data Feed</b>	<b>50 mi x 50 mi or 25-mile radius</b>		
	Single user	\$24.00	\$72.00
	Site license	\$56.00	\$168.00
<b>Data Feed</b>	<b>100 mi x 100 mi or 50-mile radius</b>		
	Single user	\$40.00	\$120.00
	Site license	\$92.00	\$276.00
<b>Data Feed</b>	<b>120 mi x 120 mi or 60-mile radius</b>		
	Single user	\$12.00	\$144.00
	Site license	\$27.00	\$324.00
<b>Data Feed</b>	<b>150 mi x 150 mi or 75-mile radius</b>		
	Single user	\$80.00	\$240.00
	Site license	\$184.00	\$552.00
<b>Data Feed</b>	<b>300 mi x 300 mi or 150-mile radius</b>		
	Single user	\$120.00	\$360.00
	Site license	\$276.00	\$828.00
<b>Data Feed</b>	<b>600 mi x 600 mi or 300-mile radius</b>		
	Single user	\$232.00	\$696.00
	Site license	\$528.00	\$1,584.00
<b>Data Feed</b>	<b>1000 mi x 1000 mi or 500-mile radius</b>		
	Single user	\$440.00	\$1,320.00
	Site license	\$1,000.00	\$3,000.00
<b>Data Feed</b>	<b>1500 mi x 1500 mi or 750-mile radius</b>		
	Single user	\$560.00	\$1,680.00
	Site license	\$1,280.00	\$3,840.00
<b>Data Feed</b>	<b>Full OCONUS</b>		
	Single user	\$680.00	\$2,040.00
	Site license	\$1,560.00	\$4,680.00
<b>Data Feed</b>	<b>Full OCONUS</b>		
	Enterprise/Agency license	\$20,000.00	\$40,000.00
Definitions: <ul style="list-style-type: none"> <li>• OCONUS – Encompasses regions outside the Continental United States and adjacent surrounding areas</li> <li>• CG – Cloud-To-Ground lightning strike activity</li> <li>• TL – Total lightning including both In-cloud (IC) and Cloud-To-Ground (CG) lightning activity</li> <li>• A Single User is defined as one unique user at one physical location displaying WTLN data on a traditional personal or laptop computer monitor</li> <li>• A Site License is defined as any number of unique users at one physical location displaying WTLN data on a traditional personal or laptop computer monitors</li> <li>• Enterprise/Agency license is defined as ability to redistribute data/product to any number of users within procuring agency</li> <li>• Monthly Pricing is based on a minimum one-year commitment.</li> <li>• Volume discounts offered of 5% for \$10,000, and 10% for \$20,000 monthly levels</li> <li>• Enterprise/Agency pricing reflects volume discounts.</li> </ul>			



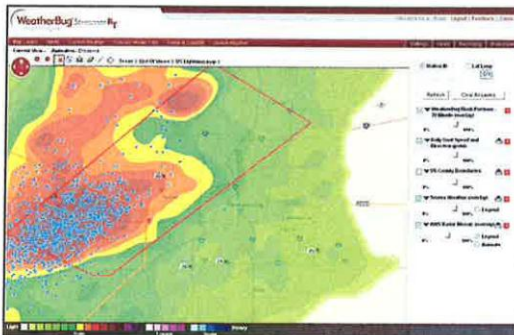
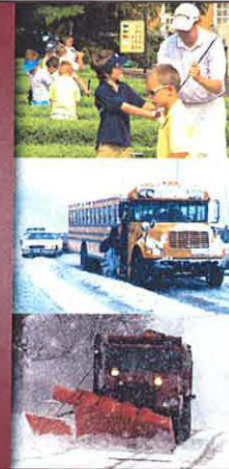


WeatherBug® Professional StreamerRT

## Weather is Complex Visualizing Weather for Decision Support Does Not Have to Be



- Simplify weather-related decisions with quick and easy access to localized, real-time weather data in a user-friendly environment
- Minimize time spent clicking and searching for relevant weather with custom view capabilities
- Eliminate weather 'guesswork' by knowing when and where severe weather will impact
- Monitor multiple decision layers at once for rapid visualization of changing weather conditions



2.10.09 - Severe thunderstorm with strong rotation and baseball-sized hail bearing down on western Oklahoma City. StreamerRT simultaneously displays radar, WTLN lightning strikes, wind gusts and a tornado warning issued by the National Weather Service.

### WeatherBug Professional StreamerRT

Built with decision-makers in mind, StreamerRT is a weather visualization tool enabling users to configure and set default views of relevant real-time weather information for easy one-click access when seconds count.

StreamerRT is a feature-rich, web-based application available as a standalone real-time weather solution, or it can be integrated with existing platforms for a common operating picture.

### Unmatched Real-Time Network Density

The StreamerRT difference is live weather data. StreamerRT is powered by the WeatherBug exclusive network of over 8,000 weather stations, the world's largest real-time weather network.

StreamerRT provides lightning data from the WeatherBug Total Lightning Network (WTLN), the first large scale network to detect both intracloud (IC) and cloud-to-ground (CG) strikes which are critical for severe storm prediction.



*WeatherBug owns and operates the world's largest network of weather stations, including the WeatherBug Total Lightning Network (WTLN).*

800.544.4429 • [weatherbugprofessional.com](http://weatherbugprofessional.com)



WeatherBug® Professional StreamerRT

User-Friendly • Precise Imagery • Customizable Views • Multiple Layers • Alerting



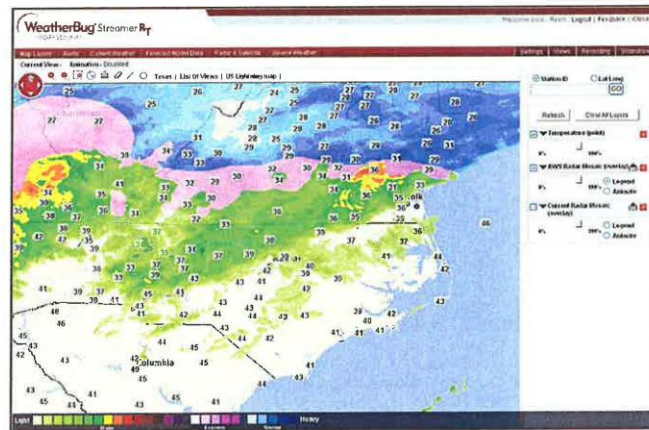
12.10.08 - StreamerRT visualization of a major storm line. The blue indicates a nearly solid line of lightning activity from the WeatherBug Total Lightning Network. Damaging winds and at least one confirmed tornado were associated with these storms.



9.12.08 - Eye of Hurricane Ike over Galveston Bay and approaching the east side of downtown Houston. Wind swaths and gusts plotted with radar imagery showing outer bands coming into view and moving onshore. The counties under a hurricane warning are indicated in maroon.

**Simple, Precise, Affordable**  
Professionals using StreamerRT have a weather advantage derived from using a state-of-the-art, cost-effective solution that provides the most current data available today including:

- Simple, easy-to-use, weather tools enable multiple layers of weather information in one user-defined view. Fewer clicks to reach a decision!
- Exclusive up-to-the-second localized weather data from the WeatherBug network.
- Meteorological staff monitoring weather 24x7 ensuring weather accuracy.
- Access to additional tools and services for a total real-time weather solution.
- Lower weather data costs. Get more while paying less.



1.27.09 - Ice and snow create hazardous conditions over the Ohio Valley and into the Mid-Atlantic. StreamerRT provides advanced winter radar masking using real-time weather observations for the most accurate depiction of precipitation type available.

800.544.4429 • [weatherbugprofessional.com](http://weatherbugprofessional.com)



WeatherBug Streamer RT <sup>®</sup> Software	
License	Annual License Fee
Three Seats	\$1,500.00
Each Additional Seat	\$500.00
Site License	\$5,000.00
<b>Definitions:</b> <ul style="list-style-type: none"> <li>• A Single Seat / User is defined as one unique user at one physical location displaying WTLN data on a traditional personal or laptop computer monitor</li> <li>• A Site License is defined as any number of unique users at one physical location displaying WTLN data on a traditional personal or laptop computer monitors</li> <li>• <b>Data may not be redistributed outside of purchasing agency unless otherwise permitted in writing</b></li> </ul>	

## Professional Services Descriptions and Pricing

Labor Category	Hourly Rate w/IFF	Description and Experience
Architect	\$156.75	Collaborates with engineers or software developers to select appropriate design solutions or ensure the compatibility of system components. Provides technical expertise in integrating new software enhancements and releases into existing Architecture. Monitor production stability of new code installs and manage incidents and outage resolution. Ability to design custom complex data structures and cross system data transfer specifications for integration of multiple legacy and distributed business systems. Provide functional guidance and technical direction to client developers in tailoring custom solutions for unique business needs. Design system stress tests and, leverage manual or automated tools, to analyze or predict system performance under different operating conditions. Experience: Must have 15 years of applicable technical and managerial experience. A Masters degree substitutes for 2 years experience and a Ph.D. substitutes for 5 years of experience. A Program Manager must demonstrate technical leadership in an appropriate specialty. Education: Bachelors degree in a technical scientific or engineering discipline relevant to managed programs.
Lead Developer	\$118.75	The Lead Developer provides high-level design expertise for development of software systems. Leads or serves as primary technical resource for a design and development team. Oversees development and implementation of major software products and systems. Experience: Must have 5 to 7 years experience. Expert knowledge of software system designs, requirements analysis, system architecture design, computer operating systems, software test methods. Education: BABS in computer science/engineering/physical science/mathematical discipline; graduate degree preferred.
Developer	\$95.00	The Developer conducts research and analysis, assists in designing products, programs computer software; performs software and systems testing, debugging. Experience: Must have two (2) to five (5) years experience. Broad knowledge of computer systems design and development; analytical problem solving. Education: BABS in computer science/electrical engineering/mathematics/physical science
Req. Manager	\$118.75	Work with business owners & users to determine current and planned functionality & business processes. Liaise between business stakeholders & IT to ensure project goals & requirements are met. Create detailed business & functional requirements documents, use cases, & test scripts. Lead application design sessions, driving stakeholders to make sound business & technical decisions. Write & execute effective test plans & test cases, manage requirements traceability, document test results, track defects, & work with developers to resolve issues. Assist with Project Management activities. Assist various project leads with ad-hoc business analysis tasks. BS degree in business, engineering, computer science or related field. 6+ years experience as a business analyst and/or project manager with a concentration in requirements and process analysis and documentation.
Req. Specialist	\$57.00	Writes comprehensive functional specifications from requirements documents and input from other domain and technical design sources. Insures accuracy, completeness, clarity and simplification of functional specifications. Presents functional specifications to internal stakeholders for review/acceptance and compliance with requirements. Revises functional specifications as necessary throughout the development lifecycle. Provides development expertise in bridging domain requirements to developer/QA-ready functional specifications. Creates well-defined, well-written and well-organized functional specifications. Conducts analytical review meetings as required with domain experts to acquire the details needed to write functional specifications. Facilitates the clarification of functional specification issues as they arise during the development process. Bachelor of Science in Computer Science or related field.
Program Manager	\$156.75	The Program Manager is responsible for management and contract performance, personnel management and program administration, including planning, budgeting and cost control. Establishes and monitors adherence to master program plans and schedules. Author interim and final program reports. Accountable for overall program performance. Experience: Must have 15 years of applicable technical and managerial experience. A Masters degree substitutes for 2 years experience and a Ph.D. substitutes for 5 years of experience. A Program Manager must demonstrate technical leadership in an appropriate specialty. Education: Bachelors degree in a technical scientific or engineering discipline relevant to managed programs.

SeniorManager	\$190.00	Master's degree or equivalent with 20 years experience in program and personnel management plus project and program leadership. Typical duties include resource planning, project and contract negotiation and high level direction setting, resource planning across programs and overall technical direction for product evolution and development. Education: Master's degree or equivalent experience
Lead Test Engineer	\$118.75	Five to seven years experience developing complex test plans, documents and architecture. Current on trends in quality control field. Thorough knowledge of testing theory and application. Experience with change management software and source control software. Education: Bachelors degree in computer science or related field or equivalent work experience.
Test Engineer	\$60.00	Three to five years experience in testing environments within the high-tech industry. Experience developing and executing structured, requirements-driven test plans. Knowledge of testing theory and application. Education: Bachelors degree in computer science or related field or equivalent work experience.
Chief Scientist	\$166.25	The Chief Scientist formulates and designs scope and objectives for projects. Provides review and audits of scientific program technical performance and excellence. May lead and develop seminars, symposiums, and technical programs. Develops distinctive new innovative tools, techniques or methods. Demonstrates innovation in research in his/her technical discipline. Experience: Ten (10) to Fifteen (15) years combined technical and managerial experience demonstrating technical and managerial leadership in an appropriate specialty. A Ph.D. substitutes for 5 years experience. Education: MS in related scientific discipline.
Sr. Scientist	\$142.50	As a scientist with experience in all areas of the subject matter, the Senior Scientist plans, schedules, conducts, or coordinates detailed phases of the work as part of a project. Devises new approaches to problems encountered. Independently performs most assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on proposed plans for projects. Experience: Requires six years professional experience. Must display the ability to independently perform most assignments with instructions as to the general results expected. A Masters degree substitutes for two (2) years of experience and a Ph. D. substitutes for 5 years of experience. Education: BS in specific science field.
Scientist	\$94.42	Bachelors' degree or equivalent (typically in Meteorology) with experience on meteorological workstation and analysis systems. Typical duties include installation and configuration of systems and services, and ongoing field support for upgrades, training etc.; may include weather forecasting and analysis.
Visualization Specialist	\$57.00	The Visualization Specialist provides design and develop both real-time and non-real-time visualization systems scientific data in images (static) animations (dynamic), and 3-D used for visualizing highly complex/large scientific data. Experience: Must have zero (0) to three (3) years experience. Broad knowledge of principal and techniques of visualization programming. Education: BABS for professional positions; BABS preferred for corporate support and technical positions; equivalent relevant experience or professional certification may be substituted.
Tech. Support Specialist	\$55.00	The TechnicalSupport Specialist provides operational and technical support to customer program and project planning teams. Experience: Must have one (1) to three (3) years experience. Appropriate office skills, MS Office Suite applications, communications, customer relations. Education: HS graduation required; some college and/or specialized training preferred.

## National Mesonet Observational Data Description

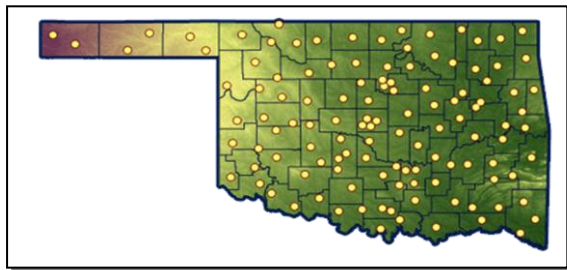
### Observational Data

AWS/WeatherBug is pleased to offer the full range of observational data, in furtherance of the effort to establish a National Mesonet. The data sets being offered are site-specific, and are priced on an annual basis per site (see attached pricing sheet). The data is temporally frequent, reliable, quality controlled, accompanied by metadata, and sourced through existing networks that adhere to all appropriate maintenance, support and repair standards.

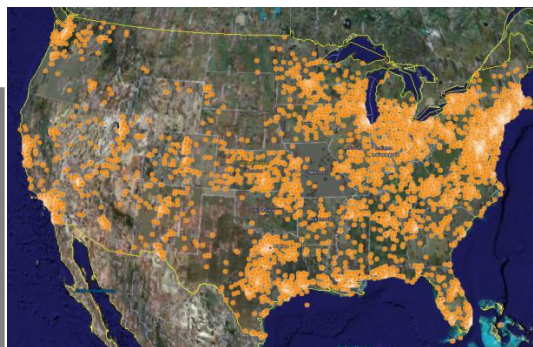
AWS/WeatherBug has been a long time leader in the development and operation of mesonets. Since 1993, AWS has continually operated, maintained and expanded the WeatherBug Network which today is comprised of more than 8,000 meteorological observing stations reporting real-time weather information throughout North America. Data from this sophisticated network serves a broad spectrum of mission critical end-users and constituencies in the commercial and government arenas including; local, state and federal (NOAA/NWS) government agencies, energy generators and utility operators, sports & recreation, first responders, educational teaching and research, media, online portals and consumers.

The data being offered through this submission is well known to NOAA. AWS/WeatherBug is proud to have a long standing relationship with the National Oceanic and Atmospheric Administration's National Weather Service (NOAA/NWS). This relationship was formalized via a memorandum of understanding for data sharing in 2002 and continually renewed and expanded to present day. Similarly, AWS/WeatherBug has been working collaboratively with NOAA on the UrbanNet program since 2004. As such, the NWS has come to rely on the WeatherBug Network in support of its defined mission to protect life and property and the enhancement of the national economy.

To best meet the needs of the government, as outlined in the previous section, AWS/WeatherBug has solidified enterprise wide relationships for collection and distribution of in-situ surface observations from disparate networks across the country. Individual network operators, such as the Oklahoma Mesonet, own and operate these expansive, high quality observing systems that monitor meteorological and environmental (soil) variables.



*Oklahoma Mesonet*



*WeatherBug Network*



Data from these networks are collected in near real-time, databased, quality controlled and redistributed to specific populations of end users and constituencies. Additionally, a comprehensive set of associated metadata for each observing location is assembled, updated and made available to end users.



*Weather Stations from the Oklahoma Mesonet and WeatherBug Network*

### Observed Variables

Typical atmospheric variables measured from these meteorological observation sites include; temperature, dew point, winds, pressure (altimeter or sea level pressure) and precipitation. For those sites equipped with soil sensing devices, the following parameter are typical observed; temperature and moisture soil observations collected at standardized levels below the ground level.

#### **Observational Variables**

Observation Type	Variables
Atmospheric Observations	temperature, dew point, winds, pressure (altimeter or sea level pressure), precipitation
Soil Observations	temperature and moisture soil observations collected at standardized levels below the ground level

## Metadata

Comprehensive site metadata data describing each location is also collected by the network operators. The collection and availability of appropriate metadata is critical to the evaluation and harmonization of disparate data sources as well as for a complete and thorough understanding as to the limitations or utility of information from particular sites. Below is a table detailing the typical metadata variables collected for each observation site:

**Site Metadata**

Variable (unit)	Notes
Horizontal/Vertical Coordinate Reference Datum	Horizontal and vertical reference datum used for latitude and longitude measurement
Latitude (decimal degrees)	Latitude at the base of the center of the observing station
Longitude (decimal degrees)	Longitude at the base of the center of the observing station
Elevation (m)	Elevation above mean sea level at the base of the center of the observing station
Station Name	Unique name for each site (e.g., Norman - NORM); note that there could be multiple stations at a single site.
Site Location Information:  <i>To include some or all of the following</i>	County - where the site is located
	Name - of the nearest city or incorporated town
	Site Location - the site legal description (as used by tax assessors) or a description of the location with respect to known landmarks (e.g., distance and direction from a major intersection)
	Site Description - documentation of the site terrain, land use, and land cover
	Driving Directions - description of how to drive to the station for maintenance purposes
	Site Host - name and contact information for the host of the site location, especially if the site is not on federal property
Station Identifier	Unique identifier for each station (e.g., 72353, CRRLS)
Station Photographs	Photographs that fully document the landscape around (toward and away) the station on a documented date
Station Obstructions	Documentation of obstructions within 50 meters of the center of the station with photos from each site serving to document obstructions further from the site
Station Dates	Important dates for the station, including its installation, commissioning, and decommissioning dates, first observation, etc.,

Variable (unit)	Notes
Communications Information	Dependent on the method of communication, but may include the Internet protocol (IP) address, radio frequency (RF) identification node, or cellular phone number
	Antenna type, gain, azimuth (deg), inclination (deg), and height (m), if appropriate
Sensor Characteristics:  <i>To include some or all of the following</i>	Sensor or Device Identifier - unique identifier for each sensor, communications device, data logger, or other device (e.g., serial number)
	Sensor Manufacturer - name of the manufacturer of the sensor or other device
	Sensor Model Number (or name) - model number (or name) of the sensor, as provided by the manufacturer or vendor
	Sensor (or device) Dates - important dates for each sensor (or other devices), including date purchased, date received, date calibrated, date installed, date removed, and date destroyed
	Sensor Collection Frequency (min, or other unit of time) - number of minutes (or other unit of time) between collection cycles for automated sensors collecting at fixed intervals
	Sensor Calibration Information - important calibration information, including date sensor entered lab, date calibrated, date exited lab, and calibration coefficients (a single sensor may have multiple calibration coefficients during its lifetime)
	Sensor Maintenance Information - important maintenance information, including start and end date/time for maintenance, technician name, sensor replaced, sensor inter-comparison results, and description of procedures used to resolve any sensor problems

### Quality Assurance and Maintenance

Mesonet operators are also distinctive due to their detailed quality assurance and maintenance programs.

For data from networks to be of value to a broad constituency base charged with addressing a variety of weather and climate needs, the data included in the National Mesonet must be of high quality, reliable, and current. The AWS networks therefore adhere to stringent professional standards, utilizing robust, commercial grade instrumentation, and possessing teams of trained and experienced field technicians. In this way, a base level of quality assurance can be established thereby ensuring reliability and timeliness of data delivery to end users.

### Network Infrastructure and Data Handling

Moreover, AWS has sophisticated back-end infrastructure, capabilities and expertise to consistently perform the data handling functions required of an operational network including system ingest, monitoring and data validation. This back-end capacity is an integral part of the products being offered and meets the requirements set out by NOAA, specifically that:

- The vendor shall develop infrastructure, in coordination with Government, to efficiently and routinely update station observations and metadata, including archiving of significant station changes
- The vendor shall design, develop, implement performance monitoring capability, in coordination with the Government, to validate observations and metadata quality and attribute scope

### National Mesonet Pricing Pricing

Observational Data Pricing Schedule	
Category	Observational Data Fee (per year)
Atmospheric Observations	\$3,600
Soil Observations	\$1,500
<b>Notes:</b> <ul style="list-style-type: none"> <li>• Pricing based on observational data from a single station per year</li> <li>• Data may not be redistributed outside of purchasing agency unless otherwise permitted in writing</li> <li>• Atmospheric observations include, at a minimum, the following parameters; temperature, dew point, winds, pressure (altimeter or sea level pressure), precipitation</li> <li>• Soil observations include, at a minimum, the following parameters; temperature and moisture soil observations collected at standardized levels below the ground level</li> <li>• Site metadata will be provided initially, updated periodically and include details relating to the following components as appropriate; station/location information (name, site identifier, latitude, longitude, elevation, terrain description), photographs, obstructions, communications equipment, sensor characteristics (device identifier, manufacturer, model), maintenance records</li> <li>• Reporting of observations will be no less frequent than 15 minutes and include at a minimum reports for 5-minute intervals during the previous hour. Observations may be gathered at a frequency of 2 seconds.</li> <li>• See Above Product Description for additional details</li> </ul>	



## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**AWS Convergence Technologies, Inc.  
12410 Milestone Center Drive  
Germantown, MD 20876**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

1-800-544-4429

### 3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule 70

Block 16: Data Universal Numbering System (DUNS) Number: 80-188-5047

Block 30: Type of Contractor - C

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - \_\_\_\_No\_\_\_\_

Block 36: Contractor's Taxpayer Identification Number (TIN): 52-2252566

#### 4a. **CAGE Code: 03AM4**

b. Contractor **has** registered with the Central Contractor Registration Database.

### 5. **FOB DESTINATION**

N/A – Software is web based. Delivery is over the Internet

### 6. **DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	2 Days
132-51	TBD

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions - None
- e. Other

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

None

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 - Term Software Licenses

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$700,000:

Special Item Number 132-51 – Information Technology Professional Services

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)



## **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

## **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Not Applicable. The data available under this contract is designed to be visualized.

<http://weather.weatherbug.com/weatherbug-professional/>

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL  
ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM  
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. Data Rights. Data may not be redistributed outside of licensing agency unless otherwise permitted in writing.
- c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-637-6297 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7am to 7 pm, Mon – Fri, ET.

**4. SOFTWARE MAINTENANCE**

- a. **Software maintenance as it is defined: (select software maintenance type) :**

    **X**     **1. Software Maintenance as a Product (SIN 132-32)**

**Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.**



Software maintenance as a product does **NOT** include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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## **2. Software Maintenance as a Service (SIN 132-34)**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

## **5. PERIODS OF TERM LICENSES (SIN 132-32)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

## **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

The Contractor does not offer this feature commercially, and therefore does not offer it to the Government

## **7. TERM LICENSE CESSATION**

The Contractor does not offer this feature commercially, and therefore does not offer it to the Government

## **8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) **Data Rights.** Data may not be redistributed outside of licensing agency unless otherwise permitted in writing.

(6) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all



corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Daniel W. O'Connell, General Counsel, AWS Convergence Technologies, Inc., 12410 Milestone Center Drive, Germantown, MD 20876, 301-250-4145, [doconnell@aws.com](mailto:doconnell@aws.com)